

ORDINANCE ESTABLISHING RENTAL HOUSING CODE FOR THE CITY OF SALTILLO, MISSISSIPPI

WHEREAS the Mayor and Board of Aldermen of the City of Saltillo, Mississippi have determined that they are charged and obligated, pursuant to and in accordance with §21-19-1, et seq. of the Mississippi Code Annotated (1972, as amended), to make such ordinances and regulations as may be necessary in order to secure the health, safety and welfare of the City and its citizenry;

WHEREAS the Mayor and Board of Aldermen have determined that it is in the best interest of the City and its citizenry to enact a uniform set of basic guidelines and minimum requirements for all rental housing units contained and offered within the city limits;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Saltillo, Mississippi as follows:

Section 1.1 - Scope

This ordinance shall be called the Rental Housing Code and shall apply to all rental housing units located within the City of Saltillo, Mississippi, including manufactured homes, single family homes, duplexes, apartments and all other such single or multi-family rental units. The intent of this code is to establish base standards for rental housing in Saltillo so as to prevent or correct slum and blighted conditions and to protect the health, safety and welfare of the community.

Section 1.2 - Designation of Administrator; Delegation of Duties

The administrator of the Building and Zoning Department for the City of Saltillo is hereby designated as the administrator of this code and may delegate any such duties or obligations arising under this code to any other employees of the Building and Zoning Department and/or any other employees of the City of Saltillo, as may be necessary.

Section 1.3 - Registration Required

It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit or units within the City of Saltillo unless such person or entity has registered the property. Such registration shall include the completion of a registration application; the payment of all necessary fees; the passing of an inspection as described in this code; and future compliance herewith.

Section 1.4 - Registration Fee; Effective Date; Late Fees; Privilege License

The annual registration fee, payable upon application for registration, shall be as follows: single family home/mobile home/etc.--Fifty Dollars (\$50.00); duplex (per dwelling unit)--Twenty-Five Dollars (\$25.00); and apartment (per dwelling unit)--Twenty-Five Dollars (\$25.00).

All applications falling under this code should be obtained from, and submitted to, the Department of Building and Zoning beginning on June 16, 2014. All such applications for existing rental units must be submitted no later than July 15, 2014. The registration fee includes the cost for the first inspection. If a reinspection is necessary due to failure, then the fee for such reinspection shall be determined in accordance with Section 1.6 herein. The registration contemplated under this code shall be valid for one (1) calendar year from the date of issuance.

A late penalty fee will be assessed in the amount of Ten Dollars (\$10.00) per dwelling unit multiplied by the number of months, or each part thereof, that the registration is past due. A penalty of Three Hundred Fifty Dollars (\$350.00) will be assessed for failure to register a dwelling unit. Each person or entity who operates a rental office within the City of Saltillo must also obtain a privilege license as required by the City of Saltillo for operation of a business, pursuant to Mississippi Code Annotated Section 27-17-9 (1972, as amended).

Section 1.5 - Annual Registration Application; Inspection; Other Requirements

- a.) *Annual Registration.* Application for an annual rental housing registration shall be issued by and filed with the Department of Building and Zoning. The application shall be in writing, signed by the property owner, agent or designee and shall include the following:
- (1) The name and address of the applicant;
 - (2) Proof of ownership must be provided if the information provided differs from Lee County records;
 - (3) The location and parcel number of the property on which the rental housing is located;
 - (4) For new construction, a complete site plan of the complex showing it is in conformity with the requirements included within this rental housing code;
 - (5) For new construction, plans and specifications of all buildings, improvements and facilities to be constructed within the rental housing complex or on the same property as the rental housing unit;
 - (6) Such other information as may be requested by the department of building and zoning to enable it to determine if the proposed rental housing unit or complex will comply with all codes and ordinances adopted by the City of Saltillo.
- b.) *Inspection Required.* Before any registration is issued by the Department of Building and Zoning the applicant must authorize the administrator or designee to inspect the rental housing unit or complex for which an application for registration has been submitted. The administrator or designee may inspect only a portion of the rental units within a rental housing complex if the administrator or designee determines an inspection of the entire complex is not needed. Every landlord who retains all utilities in his/her name is required to have all rental units inspected every six (6) months and with each tenant change. All utilities must be turned on at the

time of the inspection in order to inspect all systems, appliances and equipment. In the event that a dwelling unit should not pass inspection and a follow-up inspection should be necessary, then an additional reinspection fee, as set out in Section 1.6 herein, shall apply.

- c.) *Registration Renewal.* Upon application in writing for renewal of a registration issued under this code and upon payment of the annual registration fee, the Department of Building and Zoning shall issue a certificate renewing such registration for an additional year. The Department of Building and Zoning may, in its discretion, inspect the rental housing unit or complex for which application is being made before a renewal of registration is issued.
- d.) *Registration Transfer.* Upon application in writing for transfer of a registration accompanied by an application with the transferee's information and payment of the transfer fee, the Building and Zoning Department shall issue a transfer if the application is found to be in compliance with this chapter. A fee of Twenty-Five Dollars (\$25.00) will be charged for transfer of any property or properties. In the case of a registration transfer, the Department of Building and Zoning will have the discretion to inspect the transferred dwelling unit as it may find necessary.
- e.) *Certificate of Occupancy Requirements.* A certificate of occupancy shall be required as a condition of providing new utility service to any rental property or as a condition of transferring service to a new owner, new renter or billing name. A certificate of occupancy is required prior to any tenant taking possession of a rental unit.

Section 1.6 - Reinspection Fees

Reinspection fees shall be assessed in the following manner and amounts:

1 st reinspection:	\$25.00
2 nd reinspection:	\$50.00
3 rd reinspection:	\$100.00
After 3rd reinspection:	Citation to Saltillo Municipal Court.

Section 1.7 - Registration Revocation

The Building and Zoning Department may revoke any registration to maintain and operate a rental housing unit or complex when the owner or agent has failed to comply with any provision of this ordinance. After such failure to comply, the registration may be reissued if the circumstances leading to the failure to comply have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.

Section 1.8 - Definitions

For purposes of this ordinance, the following words, terms and phrases shall have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

Accessory use areas are areas and buildings around a rental dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.

Agent is a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.

Approved means in conformance with the appropriate codes and approved by the administrator or his designee.

Architectural pool means a constructed or excavated exterior area designed to contain a regular supply of water other than a swimming pool or spa.

Boarding house is a building other than a hotel or motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.

Building official - the city official designated by the Mayor and Board of Aldermen to administer and enforce this ordinance, and such representatives as may be appointed by such city official.

Certificate of occupancy - a certificate issued pursuant to this ordinance by the building official to ensure that a dwelling unit is in compliance with the provisions of this ordinance.

Change of occupancy - when a rental unit is vacated and is occupied by a new tenant.

City - the city of Saltillo, Mississippi.

Condominium - an estate in real property consisting of an undivided interest in common of a portion of real property, together with a separate interest in space in a residential building on such real property.

Cooperative - a multiple-household owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

Deterioration means a lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.

Dwelling means an enclosed occupied or unoccupied space designed as or being used as permanent living facilities, including single family and multi-family dwellings and accessory use areas.

Exterior opening means an open or closed window, door or passage between interior and

exterior spaces.

Failure to comply means a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the City of Saltillo.

Gang boxes means a group of postal service mail boxes clustered together serving a residential area.

Glazed means fitted with glass.

Habitable room means a room or enclosed floor space within a rental housing unit used, intended to be used or designed to be used for living, sleeping, eating or cooking and excludes bathrooms, laundry rooms, halls, closets and storage places.

IPMC is the International Property Maintenance Code adopted by the City of Saltillo.

Impervious means incapable of being penetrated or affected by water or moisture.

Infestation is the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.

Inoperable vehicle or *junk vehicle* is a vehicle which is physically incapable of operation, stripped, substantially damaged, lacking of a current license plate and/or inspection sticker, discarded or unable to be safely and legally operated.

Landscaping is the combination of elements such as trees, shrubs, ground covers, vines and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.

Lessee - a person or entity who receives the use and possession of leased property (e.g. real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.

Legal entity - an association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift means not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Manager means any person who has charge, care or control of a rental housing unit.

Occupant means any person living in, sleeping in or possessing a rental housing unit.

Owner means a person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of Lee County, Mississippi.

Parking area means any area adjacent to a rental housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved or yard areas.

Proof of ownership - a title or deed to a piece of property signed by a notary public.

Rental housing unit means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each apartment or each rental unit within an apartment complex.

Slum-like means the unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition means free from decay or defects and in good working condition.

Specific lighting means artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Storage means placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches.

Vehicle is an automobile, truck, trailer, camper, recreational vehicle, boat or motorcycle.

Section 1.9 - Authority to Inspect

- a.) *Personnel.* The administrator or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this article.
- b.) *Access.* Every owner, agent, manager or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, the city is authorized to obtain an inspection warrant. If complaint is made to the city of conditions in any rental unit which may be in violation of any applicable city code, the city is authorized to investigate such complaint in compliance herewith. It shall be the policy of this code that no entry into the rental housing unit will be made by any representative of the City of Saltillo without either the landlord or tenant being present, or else with an inspection warrant being obtained in advance.
- c.) *Scope.* An inspector may expand the scope of an inspection to include other city code violations discovered during the inspection.
- d.) *Compliance.* If upon inspection, violations of interior or exterior standards exist,

the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the inspector may result in the revocation of the existing certificate of occupancy and/or the registration, if applicable. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the city and deemed to be in compliance and a new certificate of occupancy and/or registration, if applicable, are issued.

Section 2.1 - Sanitary Facilities

- a.) *General provision.* Every rental housing unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.
- b.) *Flush toilet.* Every rental housing unit shall contain a room that is equipped with a flush toilet in sound condition and properly connected to an approved water and sewage system. Every flush toilet shall have:
 - (1) An integral water-seal trap that eliminates the passage of sewage gases into the room; and
 - (2) Smooth, impervious, easily cleanable surfaces free from cracks or breaks and makeshift repairs that leak or may cause injury to someone and shall be equipped with seats and flush tank covers constructed of smooth impervious materials free of cracks or breaks that leak or may injure a person.
- c.) *Lavatory basins.* Every rental housing unit shall contain a fixed lavatory basin in sound condition and properly connected to an approved hot and cold water system and a sewage system. The basin shall be in the same room as the toilet or as near to that room as practicable. If a rental housing unit contains a flush toilet in more than one room, it shall also contain a fixed lavatory basin in each room with a flush toilet or as near to each room as is practicable. Lavatory basin surfaces shall be smooth, easily cleanable, impervious and free from cracks or breaks that leak or may injure a person. Sinks used for kitchen purposes and bathtubs are not acceptable substitutes for lavatory basins.
- d.) *Bathtub or shower.* Every rental housing unit shall contain a room that is equipped with a bathtub or shower in sound condition properly connected to an approved hot and cold water system and a sewage system. Every bathtub shall have a smooth, impervious and easily cleanable inner surface, with a pitch sufficient to drain properly, free from makeshift repairs and free from cracks or breaks that leak or may injure a person. Every shower compartment or cabinet shall have a base with a leak-proof receptor that is made of impervious materials with a pitch sufficient to drain properly. The interior walls shall be made of a smooth, impervious, easily cleanable material free from cracks or breaks that leak or may injure a person.

Built-in bathtubs with overhead showers shall have waterproof joints between the tub and the adjacent walls and the walls shall be made of impervious materials free from cracks or breaks that leak or may injure a person.

- e.) *Hot water service.* Every rental housing unit shall have hot water service properly installed and maintained in sound condition capable of furnishing reasonable amounts of hot water with a minimum temperature of One Hundred Ten Degrees (110). Water heating units shall be equipped with a temperature and pressure relief valve and a discharge line in accordance with the Saltillo Plumbing Code.
- f.) *Water-seal traps.* Bathroom plumbing fixtures, except those having integral traps, shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the room. The water-seal trap shall be located as near the outlet as possible.
- g.) *Flow of water.* Bathroom plumbing fixtures shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one (1) gallon per minute.

Section 2.2 - Food Preparation Facilities

- a.) *General Provision.* Every rental housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.
- b.) *Kitchen sink.* Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly and properly connected to an approved hot and cold water system and a sewage system. Each kitchen sink shall be of seamless construction and impervious to water and grease. The interior surfaces shall be smooth with rounded internal angles and corners, easily cleanable and free from cracks or breaks that leak or may injure a person. Lavatory basins and bathtubs are not acceptable substitutes for required kitchen sinks.
- c.) *Water-seal traps.* Kitchen plumbing fixtures shall be separately trapped by a water-seal trap that will eliminate the passage of sewage gases into the kitchen. The water-seal traps shall be located as near the outlet as possible.
- d.) *Flow of water.* Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.
- e.) *Oven and range or stove.* Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.
- f.) *Refrigerator.* Every kitchen or kitchen area shall be equipped with a refrigerator

properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between Forty Degrees (40_) and Forty-Five Degrees (45_) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.

- g.) *Sanitary surfaces; preparation and storage areas.* Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
- h.) *Storage of garbage.* No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material.
- i.) *Removal of garbage.* The owner, agent or manager of a rental housing unit shall provide for the removal of garbage and refuse by a properly licensed and authorized refuse hauler sufficient to maintain a clean and sanitary condition on the premises or shall require the tenant, lessee or occupant to provide such service from a properly licensed and authorized refuse hauler.

Section 2.3 - Electrical Service and Lighting

- a.) *General provision.* Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.
- b.) *Habitable rooms; outlets and lights.* Every habitable room shall contain at least two (2) electrical convenience outlets and either a permanently installed light fixture controlled by a wall switch or an additional electrical convenience outlet controlled by a wall switch. Ceiling or sidewall light fixtures controlled by a wall switch shall be required in all kitchens or kitchen areas. In addition to the above minimum requirements, every owner, agent and manager shall provide sufficient electrical outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room.
- c.) *Other rooms; outlets and lights.* Every laundry room, bathroom and toilet compartment shall contain at least one permanently installed ceiling or sidewall light fixture controlled by a wall switch. In addition to the above minimum requirements, every owner, agent and manager shall provide sufficient electrical convenience outlets to service the appliances and fixtures furnished by the owner, agent or manager and located within the room. Every bathroom shall have a least one (1) permanently installed GFCI electrical convenience outlet.

- d.) *Ground-fault circuit-interrupters.* All electrical convenience outlets installed in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.
- e.) *Stairway and Hall Lights; Except Public.* Every stairway and hall, except public or common stairways and halls, shall contain at least one ceiling or sidewall light fixture controlled by a wall switch except where light is available from a permanent source or an adjacent space. The switch or switches shall be located so as not to have to traverse darkened areas to access them.
- f.) *Stairway and Hall Lights; Public.* Every public or common stairway, hallway, corridor or breezeway in or leading into multifamily dwellings shall be lighted, by natural or artificial means, at all times.
- g.) *Exterior Entrances; Multifamily.* Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.
- h.) *Exterior Areas; Multifamily.* Every common area, accessory use area, aisle, passageway, pedestrian walkway and sidewalk of buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.
- i.) *Parking Lots; Multifamily.* Common parking lots and covered and uncovered parking areas serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.
- j.) *Mailboxes; Multifamily.* Postal service "gang boxes" in buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours .
- k.) *Installation and Maintenance .* Every outlet, switch and fixture shall be properly installed and maintained in sound condition . No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

Section 2.4 - Thermal Environment

- a.) *General Provision.* Every rental housing unit shall contain safe heating equipment

and system which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate , to assure a comfortable and healthy living environment.

- b.) *Heating Requirements.* Every rental housing unit shall have heating, under the tenant's control, capable of safely heating all habitable rooms, bathrooms and flush toilet rooms located therein to a temperature of at least seventy degrees (70°) Fahrenheit at a distance three (3) feet above floor level in the center of the room. Required heating shall be provided by permanently installed heating facilities.
- c.) *Unvented Combustion Heaters; Prohibited.* No owner, agent or manager shall provide, install or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.
- d.) *Cooking Appliances as Heaters; Prohibited .* No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

Section 2.5 - Doors; Windows; Ventilation.

- a.) *General Provision.* Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor and activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.
- b.) *Habitable Rooms; Natural Light.* Every habitable room within a rental housing unit shall have at least one exterior glazed opening, facing directly to the outside. to provide natural light. The total glazed area for each habitable room shall be not less than ten (10) square feet. Kitchens and kitchen areas shall not be required to meet the glazed exterior opening requirement.
- c.) *Habitable Rooms; Ventilation.* Every habitable room within a rental housing unit shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. The total area of openable venting for each habitable room shall be not less than five (5) square feet. Habitable rooms, except those used for sleeping, shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided. Kitchens and kitchen areas shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided .
- d.) *Other Rooms; Ventilation.* Every bathroom, flush toilet room and laundry room shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. The total area of openable venting shall be not less than one and one-half (1.5) square feet. Bathrooms, flush toilet rooms and laundry rooms

shall not be required to meet the operable exterior opening requirement if mechanical ventilation is provided.

- e.) ***Screened Openings.*** Any rental housing unit which is cooled by mechanical cooling or other similar venting, shall have at least one operable exterior opening which is screened. All required screens shall be free from tears, holes or imperfections of the frame that may admit insects and other vermin detrimental to the health of the occupants. Any screens which are provided by the owner, agent or manager shall be maintained in sound condition and in good working order.
- f.) ***Glazing.*** Glazed areas shall be soundly glazed and free from missing, loose, cracked or broken glass that may injure a person, allows the elements or vermin to enter the structure, allows air escape or infiltration, or otherwise diminishes the thermal efficiency of the structure.
- g.) ***Windows.*** Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.
- h.) ***Exterior Doors.*** Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design. Any hollow core or solid core doors leading into rental housing units which are replaced after the effective date of this code, shall be replaced with solid core or metal wrapped doors that have a sound transmission rating at least equal to the rating of the door being replaced.
- i.) ***Interior Doors.*** Interior doors, door hardware and door frames shall be maintained in sound condition free from holes, breaks or cracks and capable of the use intended by their design. They shall also be capable of affording privacy to the occupants.

Section 2.6 - Space and Occupancy

- a.) ***General Provision.*** Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.
- b.) ***Floor Area; Rental Housing Unit.*** Every rental housing unit shall have at least two hundred twenty (220) square feet of total room area and shall contain at least one common room having not less than one hundred twenty (120) square feet.

- c.) *Floor Area; Habitable Room.* Every habitable room, except a kitchen, shall have not less than seventy (70) square feet of habitable room area and shall not be less than seven (7) feet in any dimension.
- d.) *Occupancy Load; Sleeping Room.* Every rental housing unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two (2) persons. Every room occupied for sleeping purposes by one person shall contain at least seventy (70) square feet of habitable room area and every room occupied for sleeping purposes by two (2) people shall contain at least fifty (50) square feet of habitable room area for each person .
- e.) *Occupancy Load; Rental Housing Unit.* Every rental housing unit shall provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred (100) square feet of floor area for each additional occupant. The floor area is to be calculated on the basis of total dwelling unit area.
- f.) *Bedroom Access.* In any rental housing unit that has more than one bedroom , access to any bedroom shall not be through another bedroom or a bathroom .
- g.) *Bathroom Access.* In any rental housing unit, the occupants of each bedroom must have access to a bathroom without going through another bedroom.
- h.) *Interior Access.* In any rental housing unit , access to bedrooms and bathrooms shall be from within the unit.

Section 2.7 - Safety and Security

- a.) *General Provision.* Every rental housing unit shall have security devices which restrict unlawful entry, smoke detectors to provide fire safety and shall be maintained free from hazards to the health, safety or welfare of the occupants.
- b.) *Stairway; Tripping Hazard.* Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted or missing steps or tripping hazards.
- c.) *Stairway; Handrail.* Every inside and outside stairway which contains three (3) or more risers shall be provided with a handrail in sound condition securely fastened to a wall or balusters.
- d.) *Stairway; Guardrail and Enclosures.* Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a size to prohibit a spherical object four (4) inches in diameter from passing through or under.
- e.) *Balcony and Porch; Guardrail and Enclosures.* Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition. The openings in the enclosure material shall be of a

size to prohibit a spherical object four (4) inches in diameter from passing through or under.

- f.) *Locking Devices; Exterior Doors.* Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design. Specific requirements are as follows:
 - (1) Swinging exterior doors leading into rental housing units shall have thumb turn dead bolt locks with a minimum one inch throw; and
 - (2) Sliding doors shall be provided with a locking device or devices which prevent lifting or sliding of the locked door from the exterior of the unit.
- g.) *Door Viewers.* Every principal entrance door shall be equipped with at least a one hundred sixty degree (160°) eyeviewer . Principal entrance doors which contain a window or have an adjacent window which allows a view of the area directly in front of the door, shall not require an eyeviewer.
- h.) *Locking devices; Windows.* Every openable window reasonably accessible from the outside shall have a locking device or devices properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.
- i.) *Smoke Detectors .* Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in Chapter 7 of the International Code Council Property Maintenance Code (IPMC). The owner shall be responsible for the installation, replacing the battery annually (if battery operated) and maintaining appropriate records of required smoke detectors. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit.

Section 2.8 - Maintenance

- a.) *General Provision.* Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.
- b.) *Interior; Holes, Cracks or Breaks .* Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor insects or rodents, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects, rodents or vermin.
- c.) *Interior; Paint and Plaster.* Every floor, interior wall and ceiling, cabinet and all

appurtenances thereto shall be kept free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces shall be painted with paint which is lead free.

- d.) *Floor Coverings; Tripping Hazards* . Floor coverings that are tom or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter (1/4) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.
- e.) *Floor Coverings; Deteriorated, Unsafe, Unsanitary*. Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.
- f.) *Exterior; Weather Tight, Watertight and Vermin Proof*. Every foundation, roof and exterior wall shall be reasonably weather tight , watertight and vermin proof and shall be kept in sound condition.
- g.) *Exterior; Deteriorated or Slum-Like*. All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow:
 - (1) All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay;
 - (2) All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;
 - (3) Roof coverings shall be watertight and weather tight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances; and
 - (4) Replacement materials and paint used to repair or repaint exterior surfaces of a rental housing unit shall be visually compatible with the remainder of the materials and paint on the exterior of the unit.
- h.) *Landscaping*. Every rental housing unit shall have landscaping in all yard areas which are visible from a public street, alley or sidewalk or a neighboring property

. Such landscaping shall be installed and maintained so as to enhance the appearance and value of the property on which it is located and shall not present a deteriorated or slum-like appearance.

- i.) *Exterior Areas; Tripping Hazards.* Every common area, sidewalk, driveway, parking lot and parking area of rental housing units shall be free from holes, depressions or projections that may cause tripping or may injure a person or otherwise present a hazard, including damage to a vehicle.
- j.) *Inoperable Vehicles; Common Parking Areas.* Common parking lots and parking areas, serving more than one rental housing unit, shall be maintained free from the storage of abandoned, wrecked, dismantled, unregistered or inoperable vehicles.
- k.) *Inoperable Vehicles; Other Areas.* Parking areas serving only one rental housing unit, shall be maintained free from the storage of wrecked, dismantled or inoperable vehicles. It is an affirmative defense to a violation of this subsection based on a wrecked, dismantled or inoperable vehicle, that the vehicle was titled to a resident of the property, that the vehicle was undergoing repair, and that the wrecked, dismantled or inoperable vehicle was repaired and any evidence of the repairs was removed within fourteen (14) days after the repair was begun.
- l.) *Swimming Pools; Maintenance.* All swimming pools, architectural pools and spas shall be properly maintained so as not to create a safety hazard, harbor insect infestation or create a deteriorated or slum-like appearance.
- m.) *Stagnant Water.* All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.
- n.) *Infestation.* Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.
- o.) *Maintenance of Facility and Equipment.* Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.
- p.) *Discontinuation of Services.* No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.
- q.) *Responsibility for Maintenance.* It shall be the responsibility of the owner, agent and manager to provide for the interior and exterior maintenance of the rental

housing unit and premises.

Section 3.1 - Commencement of Action; Enforcement; Penalties

- a.) The Building and Zoning Department is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement. Any citation issued for a violation of this code shall be returnable to and prosecuted in the Municipal Court for the City of Saltillo. The City Prosecutor shall handle the prosecution of all such cases in behalf of the city. The maximum penalty for violation of this code shall be a fine of up to one-thousand dollars (\$1,000.00), or up to ninety (90) days incarceration in the Lee County jail, or both, per occurrence. Each day of violation may be considered a separate occurrence.
- b.) Nothing in this section shall preclude employees of the Building and Zoning Department from seeking voluntary compliance with the provisions of this chapter or from enforcing this chapter, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
- c.) The Building and Zoning Department is authorized to recommend reasonable and necessary rules and regulations to carry out the provisions of this article which shall be approved by resolution of the board of aldermen.

Section 3.2 - Transfer of Property After Notice

- a.) *Written assumption of responsibility.* The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court shall not relieve the original owner or transferor of liability under this code unless the individual or legal entity assuming interest in such property, in writing, assumes all responsibility for compliance with this code and a copy of such writing is presented to the city.
- b.) *Criminal violation.* Any individual or legal entity, real or statutory, which transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a misdemeanor unless they have advised the transferee of the pending allegations and have obtained a written acceptance of responsibility for compliance with this code by the said transferee.

Section 3.3 - Vacation of Tenants; Re-occupancy

- a.) *Comply even if vacated.* An owner, agent or manager served with a citation or enforcement proceeding for violations of article XII of this chapter shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.

- b.) *Compliance before re-occupancy.* The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit until such unit has been inspected and a new certificate of occupancy has been issued or against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected and a new certificate of occupancy has been issued. The director of development services or designee may choose to forego the inspection of the units which historically have complied with all applicable codes and ordinances.

Section 3.4 - Conflict of Ordinances

In any case where a provision of this Code is found to be in conflict with a provision of any zoning , building, fire, safety, or health ordinance or code of the city, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall prevail.

Section 3.5

All ordinances, or parts of ordinances, in conflict with this ordinance or any part of this ordinance are hereby repealed to the extent to give this ordinance full force and effect.

Section 4.1 - Adoption and Certification

UPON MOTION of Alderman Terry Glidewell, duly seconded by Alderman Donald Cullum, the aforesaid ordinance was put to a vote with Aldermen voting as follows:

ALDERMEN VOTING "YEA": Donald Cullum
Terry Glidewell
Scott Knight
Jewell Webb
Brad Woodcock

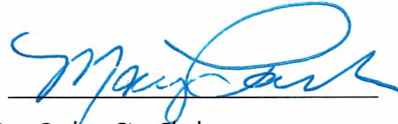
ALDERMEN VOTING "NAY":

ALDERMEN NOT VOTING:

ORDAINED AND ADOPTED this the 6th day of May, 2014, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Saltillo, Mississippi.



Rex Smith, Mayor
City of Saltillo, Mississippi



Mary Parker, City Clerk
City of Saltillo, Mississippi



NOTE: This ordinance was approved and adopted by the Mayor and Board of Alderman at their Regular Meeting on May 6th, 2014 and appears in Minute Book 6 at pages 36.